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Government of Karnataka

Rs. 200

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Purchased by	:	NEWZEN CONSULTANTS BANGALORE
Description of Document	:	Article 12 Bond
Description	:	WORK AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BBMP
Second Party	:	NEWZEN CONSULTANTS BANGALORE
Stamp Duty Paid By	:	NEWZEN CONSULTANTS BANGALORE
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

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CONTRACT FOR CONSULTING SERVICES.

Please write or type below this line

Agreement No: EE/YNK.D/AG/33 /2020-21 **Dated:** 24.9.2020

This Contract is entered into on the between **The Executive Engineer, Yelahanka Division BBMP, Bangalore – 560064.**

And

Sri Vinaya kumar G B , (NEWZEN Consultants Bangalore) # 13, 10th Main, 2nd Cross, Jnanajyothi Nagara, Jnanabharathi, Bangalore 560056

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

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Consultant

Executive Engineer
Yelahanka Division

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WHEREAS, the "Consultancy Service For Construction Supervision, Project Management and Quality Control (PMC) for the work of Asphalting and Improvements to roads and drains at A Sector, B Sector, Judicial layout, Someshwaranaga in ward no:04 of Yelahanka satellite town sub division (Package-7)"

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("The Services").

(ii) The Consultant shall provide the personnel listed in Attachment B, Consultant's Personnel" to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. Term:

The Consultancy services for preparation of project report for the said project roads will be required for a period of 8 weeks.

3. Payment:

A. <u>Ceiling:</u> For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs.2,95,000-00/-** (Rupees Two lakh Ninety five thousand only) **inclusive of all taxes.** This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

B. <u>Schedule of Payments</u>

The Schedule of payments shall be as under:

i. 10% of Contract Price: On submission of Inception Report.

ii. 40% of Contract Price: On submission of Feasibility Study Report along with Soil Investigation Report

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

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D. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 90 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. Coordinator:

The Client designates Executive Engineer (Yelahanka Division) As Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the consultant and for receiving and approving invoices for the payment.

B. Reports:

The Report listed in Attachment B, "Consultant's Reporting Obligations" Shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

5. Performance Standards:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultant shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Clients business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the property of the Client. The Consultant may retain a copy of such documents and software: but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Consultant not to be engaged in certain activities:

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

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Yelahanka Division

9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to Sub-Contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The Contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

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Executive Engineer
(Yelahanka Division)